



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

and so cannot be deemed to have had a contract made outside the state in mind as a part of their suretyship. *Minneapolis Fire & Marine Mut. Ins. Co. v. Norman*, 74 Ark. 190; PINGREY, SURETYSHIP, 67. The case seems decided on the better principle, as the purpose of the penalizing statute is collateral to the purpose which is sought to be accomplished by the requiring of a surety, and the other interpretation would seem to be an inequitable ingraftment on the statute which provides for the surety.

INSURANCE—WAIVER OF PROVISIONS IN APPLICATION BY AGENT.—An agent of defendant insurance company visited the plaintiff and attempted to induce her to have her husband's life insured. On learning that the family had no money he stated that she could pay the premium by paying \$1 per week and that her husband would be insured from the time of the first payment. In accordance with this agreement, the husband signed a written application for insurance which stated that the insurance should not begin until the first premium was paid, and also that the agent had no power to waive any condition contained in the application. The agent received the policy and collected the first payment of \$1, and insured died before another payment was made. In an action on the policy, *held*, that the agent did not waive the condition which was precedent to the insurance taking effect. *Lasch v. New York Life Ins. Co.* (1915), 155 N. Y. Supp. 255.

The New York courts have held with but one exception (*Russell v. Prudential Ins. Co.*, 176 N. Y. 178) that the agent may waive a breach of condition at the inception of the policy, where the policy is delivered with the knowledge of the breach of condition, despite the provision in the contract against such a waiver. *Stewart v. Union M. L. Ins. Co.*, 155 N. Y. 257; *Ames v. Manhattan Life Ins. Co.*, 40 App. Div. 465, affirmed in 167 N. Y. 584; *Benjamin v. Palatine Ins. Co.*, 80 App. Div. 260, affirmed in 177 N. Y. 588. The *Russell* case holds that such a condition may not be waived, as the applicant is charged with knowledge of the contents of the application, and so knew that the policy could not take effect until the premium was paid. The legal effect of the application being a covenant between the applicant and insurer directly and not through the agent, the contract is to be enforced as clearly written. The principal case follows the reasoning of the *Russell* case and is in accord with the great weight of authority. *Northern Assur. Co. v. Grand View Bldg. Assn.*, 183 U. S. 308. The court attempts to distinguish the principal case from those holding the contrary doctrine by pointing out the difference in the lapse of time between the first payment and the death of insured, but the distinction seems unimportant inasmuch as the cases say that the basis of the rule is the prevention of fraud (*Wood v. Am. Fire Ins. Co.*, 149 N. Y., 382) and prompt action on the part of the company would be necessary in any event to prevent fraud, so that the case may be looked at as showing a tendency of the New York court to abandon the peculiar doctrine as to waiver of condition at the inception of the contract, and to follow the generally accepted doctrine.

JUDGMENT—LIEN SUPERIOR TO UNRECORDED DEED.—W conveyed land to plaintiff by deed; subsequent to the delivery of the deed, but prior to the